

## SECOND DIVISION

[ G.R. NO. 160014, February 18, 2005 ]

**ROMEO MENDOZA, PETITIONER, VS. THE COURT OF APPEALS AND MANOTOK SERVICES, INC., ALLEGEDLY REPRESENTED BY ATTORNEY-IN-FACT PERPETUA BOCANEGRA, RESPONDENTS.**

### DECISION

**PUNO, J.:**

This case originated from the complaint for ejectment filed before the Metropolitan Trial Court (MeTC) of Manila on July 31, 1996 by respondent Manotok Services, Inc. (Manotok) against petitioner's father, Benjamin Mendoza, and all those claiming rights under him.

In the amended complaint, Manotok impleaded herein petitioner Romeo Mendoza as defendant. It alleged that Manotok was the administrator of a parcel of land which it leased to Benjamin Mendoza; that the contract of lease expired on December 31, 1988; that even after the expiration of the lease contract, Benjamin Mendoza, and after his demise, his son, Romeo, continued to occupy the premises and thus incurred a total of P44,011.25 as unpaid rentals from January 1, 1989 to July 31, 1996; that on July 16, 1996, Manotok made a demand on Benjamin Mendoza to pay the rental arrears and to vacate the premises within fifteen (15) days from receipt of the demand letter; that despite receipt of the letter and after the expiration of the 15-day period, the Mendozas refused to vacate the property and to pay the rentals. The complaint prayed that the court order Mendoza and those claiming rights under him to vacate the premises and deliver possession thereof to Manotok, and to pay the unpaid rentals from January 1, 1989 to July 31, 1996 plus P875.75 per month starting August 1, 1996, subject to such increase allowed by law, until he finally vacates the premises.<sup>[1]</sup>

In his answer to the amended complaint, petitioner admitted that Manotok was the lessor of the property subject of this case, but denied knowledge about the lease contract allegedly executed by Manotok and his father, and the unpaid rentals on the property. As special and affirmative defense, petitioner argued that the demand made by Manotok did not bind him because it was addressed to his father and the amount of rental has been unconscionably increased to compel him to leave the premises; that the lease contract was obnoxious to existing social legislation and proclamations, i.e., PD 2016, PD 1517, LOI 1204 and RA 7279; that petitioner and his predecessor-in-interest have been in continuous possession of the property for more than twelve (12) years, and therefore, may no longer be ejected therefrom as he is protected by said laws and proclamations as *bona fide* tenant-occupant. Petitioner also questioned the validity of Manotok's title to the property for being allegedly spurious.<sup>[2]</sup>

The MeTC ruled in favor of respondent Manotok. It held that petitioner Romeo

Mendoza, as successor of his father, merely stepped into the shoes of his predecessor who was a lessee on the property in question. Hence, petitioner was also a mere lessee and cannot claim ownership of the property. The MeTC ordered petitioner to vacate the property, to pay the amount of P44,011.22 as compensation for the use of the premises from January 1, 1989 to July 31, 1996 plus P875.75 per month for the succeeding months until the property is vacated, and to pay P5,000.00 as attorney's fees, plus costs of suit.<sup>[3]</sup>

The Regional Trial Court (RTC), however, reversed the decision of the MeTC. It held that Manotok failed to show that it had superior and better right to possess the subject property than Mendoza. It said that Manotok failed to show sufficient proof of ownership over the land in question, while Mendoza presented documents to prove actual possession of the questioned property for almost thirty (30) years. The RTC dismissed the complaint for ejectment.<sup>[4]</sup>

When the case was elevated to the Court of Appeals, the appellate court reversed the decision of the RTC and reinstated the MeTC decision.<sup>[5]</sup>

Hence this petition.

Petitioner raised the following assignments of error:

1. The Honorable Court of Appeals committed error in giving efficacy to a lease contract signed in 1988 when the alleged signatory was already dead since 1986.
2. The jurisdictional demand to vacate under Section 2 of Rule 70 was addressed to a dead person only on July 16, 1996 when said person was already dead in 1986.
3. The Honorable Court of Appeals was right in its observation that "in the event that the issue of ownership is raised in the pleadings, such issue shall be taken up only for the limited purpose of determining who between the contending parties has the better right of possession." The Honorable Court of Appeals did not apply this observation.<sup>[6]</sup>

The petition must be denied.

This is a case for unlawful detainer. It appears that respondent corporation leased the property subject of this case to petitioner's father. After expiration of the lease, petitioner continued to occupy the property but failed to pay the rentals. On July 16, 1996, respondent corporation made a demand on petitioner to vacate the premises and to pay their arrears.

An action for unlawful detainer may be filed when possession by a landlord, vendor, vendee or other person of any land or building is unlawfully withheld after the expiration or termination of the right to hold possession by virtue of a contract, express or implied.<sup>[7]</sup> The only issue to be resolved in an unlawful detainer case is physical or material possession of the property involved, independent of any claim of ownership by any of the parties involved.<sup>[8]</sup>